

Military Moments: Toyota Staycation Summer Prize Pack Contest Rules

These contest rules are specific to the above contest conducted by Audacy, California LLC d/b/a KSON(FM) (the “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this Contest as well. A copy of the Rules for all Contests are published on the Station’s website at <https://www.audacy.com/kson/general-contest-rules>. To the extent that the Station’s general contest rules differ from these rules, these rules will govern and control with respect to this contest.

How to Enter

1. No purchase or payment of any kind is necessary to enter or win the Military Moments: Toyota Staycation Summer Prize Pack contest (the “**Contest**”).
2. Eligible Nominees must both be eighteen (18) years of age or older and legally reside in San Diego County as of the date of entry in this Contest (each a “**Nominee**”).
 - a. Individuals may make Nominations (each, a “**Nominator**”) starting at 12:00am [PT] on Saturday, May 1, 2021 and ending on 11:59pm [PT] on Tuesday, July 27, 2021 by means of submissions to the Station by completing the form on the Station’s website by clicking on the Military Moments: Toyota Staycation Summer Prize Pack page and submit all of the following materials:
 - i. Nominator’s contact information including Nominator’s full name, address of legal residence, phone number (including area code), date of birth, select a gender, and e-mail address.
 - ii. The name, address, age, and telephone number (including area code) of the Nominee that you are nominating in this Contest; and
 - iii. A short essay in 200 words or less describing why Nominator would like to nominate someone who deserves to be honored during John & Tammy’s Military Moment (each a “**Nomination**”).
 1. **Nominators may not nominate themselves.**
 2. **Nominators are not eligible to win or receive a prize in this Contest.**
 3. Only the first 200 words of any essay submitted will be read (longer essays will not be disqualified).
 - b. By submitting an essay to the Station, each Nominator authorizes the Station to post such essay and/or Nominator’s and Nominee’s name to the Station’s website at kson.com and/or to read it on-air.
 - c. Station reserves the right to edit an essay in its sole discretion. Not all essays will be posted to the Station’s website and/or read on-air.
 - d. Essays need not be truthful. Station shall have no obligation whatsoever to verify the truthfulness or accuracy of any essay submitted in this Contest, even if such essay is submitted with an entry selected as the winning entry.
 - e. IT IS THE NOMINATOR’S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF THE NOMINEE TO STATION READING/POSTING THE NOMINATOR’S NOMINATION WITH RESPECT TO THE NOMINEE’S OR OTHER PERSON’S NAME AND OR OTHER PERSONAL INFORMATION ABOUT THE NOMINEE OR OTHER PERSON THAT NOMINATOR MAY ELECT TO INCLUDE IN SUCH ESSAY. BY ENTERING THIS CONTEST, NOMINATORS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE NOMINATOR.
 - f. As part of the entry process, Nominator may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e., email clubs, text clubs, and rewards programs*), the Participating Stations; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
3. **By submitting a Nomination, Nominators and Nominees understand and agree that Station may elect to use any submitted Nomination for entertainment purposes on-air and may choose to “make fun” of any submitted Nomination. Nominators and Nominees waive any right to make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about a Nomination submitted by a Nominator, or in which the Nominee was the subject.**



4. Essays submitted as Nominations in this Contest must be original works created by the person submitting such Nomination. In the event it comes to Station's attention before or after Winner selection in this Contest that any such Nomination includes any plagiarized material, such Nominator and the affected Nominee shall be disqualified and any and all prizes will be forfeited.
5. Failure to submit all of the above items in one submission/Nomination will result in disqualification.
6. WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE NOMINATOR OR NOMINEE.

How to Win

7. Up to a total of thirteen (13) Qualifying Prize Winners will be selected in this Contest, subject to verification of eligibility and compliance with the Contest Rules (each a "**Qualifying Prize Winner**"). The Station will attempt to contact the Qualifying Prize Winner (meaning the Nominee) by telephone based on the phone number provided in the submitted Nomination promptly following each random drawing. The Qualifying Prize Winner selection dates for this Contest are:
 - a. On or about Wednesday, May 5, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, May 4, 2021.
 - b. On or about Wednesday, May 12, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, May 10, 2021.
 - c. On or about Wednesday, May 19, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, May 18, 2021.
 - d. On or about Wednesday, May 26, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, May 25, 2021.
 - e. On or about Wednesday, June 2, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, June 1, 2021.
 - f. On or about Wednesday, June 9, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, June 8, 2021.
 - g. On or about Wednesday, June 16, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, June 15, 2021.
 - h. On or about Wednesday, June 23, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, June 22, 2021.
 - i. On or about Wednesday, June 30, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, June 29, 2021.
 - j. On or about Wednesday, July 7, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, July 6, 2021.
 - k. On or about Wednesday, July 14, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, July 13, 2021.
 - l. On or about Wednesday, July 21, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, July 20, 2021.
 - m. On or about Wednesday, July 28, 2021, one (1) Qualifying Prize Winner will be selected from all entries received by 11:59pm PT on Tuesday, July 27, 2021.
8. On Monday, August 2, 2021, one (1) Grand Prize Winner will be selected in a random drawing of all thirteen (13) qualifying prize winners.
9. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.
10. PRIZES WILL BE AWARDED TO THE SELECTED NOMINEES WHO WILL BE THE ONLY PERSONS ACKNOWLEDGED AS WINNERS IN THIS CONTESTS. THE NOMINEES WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES, PROOF OF AGE AND RESIDENCY) PRIOR



TO RECEIVING THE PRIZE. WINNERS MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BY THE STATION WITHIN 7 DAYS OF RECEIPT. PRIZES MUST BE PICKED UP BY THE WINNERS AT THE STATION'S STUDIOS DURING REGULAR BUSINESS HOURS WITHIN 30 DAYS OF NOTIFICATION THAT THE PRIZE IS READY. PRIZES WILL BE READY APPROXIMATELY 14 BUSINESS DAYS AFTER STATION RECEIVES ALL OF THE REQUIRED PAPERWORK BACK IN A TIMELY FASHION. IN THE EVENT OF A FAILURE BY A NOMINEE TO ACCEPT THE PRIZE, TO COLLECT THE PRIZE, OR TO COMPLETE THE FORMS BY THE DEADLINE REQUIRED BY STATION, THE PRIZE WILL NOT BE AWARDED UNLESS OTHERWISE DECIDED BY THE STATION IN ITS SOLE DISCRETION ON A CASE BY CASE BASIS. THE STATION IS NOT OBLIGATED TO SELECT A REPLACEMENT NOMINEE (BUT RESERVES THE RIGHT TO DO SO IN ITS SOLE DISCRETION, TIME PERMITTING).

11. Station has no obligation to notify a Nominator that their Nominee was selected as a winner. Station has the absolute and irrevocable right to notify the Nominee of the name of the Nominator(s) who nominated him/her.

Prizes

12. The thirteen (13) verified Qualifying Prize Winners will receive the following **"Qualifying Prize"**: a \$50 gas card, valued at \$50.00, courtesy of San Diego County Toyota Dealers. The one (1) verified Grand Prize Winner will receive the following **"Grand Prize"**: a \$1,000.00 Catamaran Mission Beach hotel gift card, a \$250.00 San Diego Zoo OR Safari Park gift card, a \$200.00 Brigantine Restaurant Group gift card, a \$500.00 San Diego Boardshop gift card, a Tundra YETI Cooler, two (2) \$500.00 American Express gift cards, two (2) \$50.00 Shell gas cards, and four (4) tickets to SeaWorld San Diego, valued at \$3734.00, courtesy of San Diego County Toyota Dealers.
13. **Nominators are not entitled to any award or prize in this Contest, even if their submission was selected as a winner and/or their Nominee rejects the prize, does not complete the required paperwork on time, or cannot be located.**

Sponsor(s)

14. The administrator and sponsor of this Contest are Audacy California, LLA d/b/a KSON(FM) and San Diego County Toyota Dealer, 420 Stevens Avenue, Suite 240, Solana Beach, California 92075.

Other Rules Specific to This Contest

15. Station is conducting this Contest using proprietary software owned by a third party known as Second Street Inc. ("**Second Street**"). Second Street is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Second Street's Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the "**Second Street Policies**") and may be required to register with Second Street. While agreement to the Second Street Policies is required in order to enter this Contest, the Second Street Policies are not a part of these Contest rules but are a separate agreement between the entrant and Second Street. With respect to the conduct of this Contest by Station, in the event of any conflict between the Second Street Policies and the Station Contest rules, the Station's Contest rules govern.
16. Station is not responsible for any error or technical malfunctions associated with the Second Street site that may affect any entrant's ability to enter, to win, or to be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the Second Street site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this Contest, terminate this Contest without a winner, terminate this Contest and select a winner early, provide alternative means of entry or any other changes to these Contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station's website, if applicable.
17. Employees of Second Street and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.

